



Motor  
**Vehicle Sales Authority**  
of British Columbia

+  
Previously known as the Motor Dealer Council of British Columbia

**IN THE MATTER OF THE *MOTOR DEALER ACT*  
AND THE *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT***

**UNDERTAKING**

**(Section 154, *Business Practices and Consumer Protection Act*)**

**Investigation File: #15-05-107  
Hearing File: #15-09-003**

**WHEREAS** the undersigned Pinnacle Car Sales and Leasing Ltd. (Dealer #30793) a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act*;

**AND WHEREAS** the Registrar of Motor Dealers (the "Registrar") has reason to believe that the supplier is contravening, is about to contravene, or has contravened the *Business Practices and Consumer Protection Act* (BPCPA) or the regulations made thereunder, namely:

Section 5(1) BPCPA: (Sections 4(1) and 4(3)(a)(i to viii) 4(3)(b)(i to ix) and/or 4(3)(c)(i to iii).

Section 20 and 21(1), Section 21(2), Section 21(3) and Section 23 of the *Motor Dealer Act Regulation*.

Section 2(2) of the *Salesperson Licensing Regulation*.

**Specifically:**

1. On or about August 19, 2014, at or near Surrey, in the Province of British Columbia, Pinnacle Car Sales and Leasing Ltd. (Dealer #30793) (the "Supplier") did in relation to a consumer transaction contravene sections 4, 5, 8 and 9 of the *Business Practices and Consumer Protection Act* ("BPCPA") by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Laurence Kenneth Walker (the "Consumers") in the purchase of a 2012 Chevrolet Express VIN #1GAZG1FG1C1167374 (the "Motor Vehicle") and specifically:
  - Showed a lien payout of \$20,000.00 on the purchase agreement on the Trade-In Vehicle being a 2010 Honda Accord VIN #1HGCP2F87AA802916 and failed to pay this amount to Envision Financial, having agreed to do so at the time of the transaction.
  - Did not pay out the lien on the 2010 Honda Accord VIN #1HGCP2F87AA802916 at the time of the sale of this motor vehicle to Sanjeev Verma on October 1, 2014.
2. On or about August 29, 2014, at or near Surrey, in the Province of British Columbia, Pinnacle Car Sales and Leasing Ltd. (Dealer #30793) (the "Supplier") did in relation to

a consumer transaction contravene sections 4, 5, 8 and 9 of the *Business Practices and Consumer Protection Act* ("BPCPA") by making an oral, written, visual, descriptive or other representation or conduct that had the capability, tendency or effect of misleading Lindsay Pelegrino (the "Consumers") in the purchase of a 2011 Nissan Versa VIN #3N1BC1CP4BL494175 (the "Motor Vehicle") and specifically:

- Sold the motor vehicle to a consumer and failed to disclose that there was an outstanding lien on the vehicle.
- Failed to pay out the existing lien prior to the sale of the motor vehicle to the consumer at the time of the buy in.

**AND WHEREAS**, Pinnacle Car Sales and Leasing Ltd. (Dealer #30793) is desirous of resolving this matter without the need for any formal adjudication of the above allegations.

**AND WHEREAS**, Pinnacle Car Sales and Leasing Ltd. (Dealer #30793) has resolved the consumer monetary complaint to the satisfaction of the Consumer and the Registrar by reimbursing the lien holders.

**AND WHEREAS**, Pinnacle Car Sales and Leasing Ltd. will complete a system review of its operations and will make procedural changes satisfactory to the Registrar. A copy of the Policy and Procedures of Pinnacle Car Sales and Leasing Ltd. shall be supplied to the Registrar within 15 days of the signing of this undertaking.

**NOW THEREFORE** Pinnacle Car Sales and Leasing Ltd undertakes:

- a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made there under;
- b) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle including all accumulative damage to the vehicle and all photos of the damage;
- c) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle including rebuilt status when applicable;
- d) To ensure that all displayed for sale vehicles have been inspected and are in a safe condition prior to offering them for sale and the appropriate inspection decals are affixed to these vehicles;
- e) To ensure that all persons involved in consumer transactions are licensed Salespersons under the *Motor Dealer Act*;
- f) To ensure that all vehicles involved in a transaction are free and clear of liens at the time of such transactions and the liens on trade in vehicles are paid out immediately after the transaction occurs;
- g) To ensure that a minimum of two years of business records are maintained and available at the dealer location and are available for inspection upon request in accordance with Section 20 of the *Motor Dealer Act Regulations*;
- h) To ensure that all records relating to vehicle transactions be recorded and saved in a uniform compliant manner; and

- i) To ensure that at the time of the sale of a vehicle the vehicle is transferred from the dealers name to the consumer and the dealer shall have all vehicles displayed for sale registered in the dealer name prior to displaying them for sale.
- j) The Motor Dealer will provide a copy of the original Purchase Agreement to the consumer at the time of the transaction.


**AND THEREFORE** the undersigned

- a) Pinnacle Car Sales and Leasing Ltd. undertakes to reimburse the Registrar a total of \$1,126.37 for inspection/investigation and legal costs relating to the subject matter of this Undertaking; and
- b) Pinnacle Car Sales and Leasing Ltd. undertakes to pay an Administrative Penalty in the amount of \$2,000.00 in relation to the issues covered in this Undertaking.

**THE UNDERSIGNED** hereby acknowledges, represents and declares that he or she has read this Undertaking and has had a reasonable opportunity to obtain independent legal advice as to its terms.

**THE UNDERSIGNED** further hereby acknowledges that the availability of an undertaking to resolve any future similar allegations or contraventions may be unavailable; and that any similar allegations may be reviewed by the Registrar of Motor Dealers at a formal hearing to consider the allegations.

**IN WITNESS WHEREOF** the undersigned has set his hand:

Signature:  _____	Date: September <u>11</u> , 2015
Pinnacle Car Sales and Leasing Ltd.	
Signature: _____	Date: September _____, 2015
Signature: _____	Date: September _____, 2015

**ACCEPTED** by the Registrar of Motor Dealers of British Columbia this 15 day of September 2015.



Ian Christman - Registrar of Motor Dealers